



**PacemAssist Small Business Support Package**  
**– Standard Terms and Conditions**

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## 1 Background

Pacem provides support services to its customers under the PacemAssist brand. Support packages are customised to each individual customer's needs.

## 2 Parties

This agreement is between:

PACEM LIMITED, ("Pacem")

The customer defined in the Schedule of Services ("Customer")

## 3 The Agreement

The agreement ("Agreement") comprises the Customer's Schedule of Services ("Schedule") and these Standard Terms and Conditions ("Terms").

The Terms define all terms and conditions of the agreement except where specifically superseded in the Schedule.

## 4 Scope of Support

The PacemAssist Selected Services provide for Pacem to:

- Install software and hardware; and
- Configure software and hardware; and
- Proactively monitor and maintain systems; and
- Troubleshoot software and hardware; and
- Document the Customer's network and system configuration; and
- Provide advice on technology strategy and
- Complete the System Maintenance Tasks set out in this agreement.

When the Customer's issue requires Pacem to refer an issue to a manufacturer's or distributor's support department, the reasonable costs for referring such issues will be passed on to the Customer. Pacem shall seek prior approval from the Customer for any third party support charges in excess of \$200+GST.

## 4.1 Limitations and Exclusions

The Agreement is separate to, and does not form part of or limit:

- any warranty coverage that hardware may have; or
- any support agreements that particular software products may have.

The Agreement does not cover security auditing; except for activities specifically included as part of Proactive Monitoring and Maintenance or other Selected Services. The provision of proactive maintenance and documentation Services to the Customer is restricted to the numbers and types of products elected by the Customer in this agreement.

## 4.2 Support Availability

Pacem shall provide support within normal business hours of 8:30AM to 5:00PM Monday to Friday, excluding Public Holidays, except where specifically provided for elsewhere in this Agreement. If the Customer requires support outside of these times or during public holiday periods Pacem may provide such support but this must be arranged in advance by the Customer and is subject to availability. After-hours service will be charged according to the Standard Charges described in the schedule to this agreement.

## 4.3 Service Contact Procedure

When services are required, the customer shall call the Pacem support telephone 0800 724 725 and provide the following information:

- Business name and name of caller; and
- The nature of the problem and it's priority.

Where the Customer has been provided contact details of an at-call engineer for their site; they may lodge calls by contacting the engineer directly. However, in the event of the engineer being unavailable, calls should be logged via the support telephone.

Calls may also be logged by email to [support@pacem.co.nz](mailto:support@pacem.co.nz) providing the information detailed above. Calls with a Priority Level of 1 or 2 should be logged by Phone to the support number or directly with an at-call engineer.

# 5 Standard Terms

## 5.1 Obligations of Pacem

- From the date of the Agreement, Pacem will provide the Customer with the Selected Services and such Additional Services as the Customer may from time to time request (together "Services") in a competent and professional manner.
- Pacem will provide support according to the Priority Level and associated Response Times chosen in this agreement, for any problems that arise.
- Pacem will comply with the Customer's workplace and security guidelines and any other instructions specified by the Customer while on the Customer's premises.
- If any Services are provided by a Sub-Contractor, Pacem will remain fully responsible as prime-contractor for all Services supplied.

## 5.2 Obligations of the Customer

The Customer will pay the charges set out in this agreement in respect of the Selected Services chosen and any Additional Services as requested by the Customer from time to time.

## 5.3 Payment

- The Customer will be invoiced for Selected Services each month for services provided in that month. These Invoices will be due and payable on the 14<sup>th</sup> day following the date of the invoice (“Due Date”).
- The Customer will be invoiced for Additional Services on completion of the service or at the end of each month. Additional Services which span a month end may be invoiced in each month where services are provided or on completion of the requested service. These Invoices will be due and payable on the 14<sup>th</sup> day following the date of the invoice.
- The Customer shall pay any amount owing on any invoice by the Due Date.
- The Customer shall be liable to pay interest at the rate of 2% per month on any amount, including interest, which remains unpaid after the Due Date, which interest shall accrue daily until the date of actual payment. The Customer shall be liable for all costs incurred by Pacem in enforcing payment of any undisputed amounts including any debt collection charges, Court costs and legal fees on a full indemnity basis.
- Where amounts are unpaid past the Due Date, Pacem may suspend provision of Services under this agreement until such amounts are paid in full.

## 5.4 Term and Termination

- Commencement date of this Agreement is defined in the Schedule
- Initial term of this agreement is 12 months. Agreement shall renew automatically for a period of 12 months at the end of each term. Either party can choose not to renew the agreement by giving notice in writing to the other party prior to the end of that term.
- Additional Services can be added at any time during the term of the agreement. Changes to the number of supported users or devices can be increased at any time during the term of this agreement but can only be decreased at the time of the annual renewal. Monthly costs payable under this agreement will then be amended to reflect the changes in Services or quantities.
- Third party software or hardware licenses or services may also be provided to the Customer under this agreement. Those licenses or services may have a different term or other conditions. Those third party terms will supersede the term specified in this Agreement, in respect of those licenses or services. For example the provision of Microsoft Licensing may be provided on terms of 12 months or 3 years or other terms specified in the agreement with Microsoft. In the event of cancelling all other Services in this Agreement, the Agreement will continue in respect of those third party licenses.
- Either party may terminate this agreement by giving three months notice in writing to the other party. The requirement for three months notice may be waived by mutual agreement.
- Where notice is received by the Customer of an increase in Rates for the Services provided under this Agreement. The Customer may choose to terminate this agreement effective from the date of said Rate increase, by giving notice in writing to Pacem.

- Either party may terminate this agreement if the other party breaches this agreement.
- Either party may terminate this agreement if the other party goes into liquidation or has a receiver or statutory manager appointed for any of its assets, becomes insolvent or makes any arrangements with creditors.
- On termination of this agreement, each party will return all property belonging to the other in whatever form possessed or under the control of the other.

## 5.5 Confidential Information

If at any time Pacem becomes aware of confidential information of the Customer, including confidential information relating to products, material, procedures, tests or equipment, Pacem shall not use the information for any purpose not approved by the Customer and shall not disclose that confidential information to any other person unless expressly agreed in writing by the Customer.

## 5.6 Force Majeure

Pacem shall not be liable for any delay, loss, damage or injury arising by reason of any event beyond its control and without limiting the generality of the foregoing such events include industrial disputes, fire, flood, machinery breakdown, civil disturbance, acts of God or Government action.

## 5.7 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of New Zealand and, unless otherwise agreed by Pacem and the Customer, the Courts of New Zealand shall have exclusive jurisdiction to determine all disputes touching or concerning the Agreement.

## 5.8 Assignment

Pacem may assign all its rights and obligations under this agreement to another party in the event of the sale of part or all of Pacem's business activities.

## 5.9 Disputes

- If a dispute arises out of or in relation to this Agreement ("Dispute") a party to the Agreement may not commence any court or arbitration proceedings relating to the Dispute unless it has complied with the following paragraphs of this clause except where the party seeks urgent interlocutory relief.
- A party claiming the Dispute has arisen under or in relation to this agreement must give written notice to the other party specifying the nature of the Dispute.
- On receipt of that notice, the parties will use all reasonable endeavours to resolve the Dispute by discussion, consultation, negotiation or other informal means such as mediation.
- If the Dispute is not resolved within 14 days of the notice being given pursuant to this clause (or within such further period agreed in writing by the parties) either party may, by giving written notice to the other party, require the Dispute to be determined by the arbitration of a single arbitrator. The arbitrator will be appointed by the parties or, failing agreement within seven (7) days of the notice requiring arbitration, by the President of the

New Zealand Law Society on application of either party. The arbitration will be conducted as soon as possible and in accordance with the provisions of the Arbitration Act 1996.

## 6 Service Definitions

### 6.1 Proactive Monitoring and Maintenance

- PC's, Laptops, NAS, Network – Monitoring; System health, installed programs, configuration changes, anti-virus, computer firewalls, updates.
  - Antivirus or EDR software for PC's and laptops
  - Web Protection / Filtering for PC's and laptops
  - General IT support whether identified from this monitoring or otherwise is chargeable on a time and material basis or a fixed price basis with the optional services below.
  - Priced per device
  - Annual commitment on license numbers, while additional devices can be added during the year, reduction in device numbers will only apply at annual renewals.
  - Licensing costs for Remote Support, Remote Monitoring, Managed Antivirus, Web Protection service are included within the cost.

### 6.2 Fixed Price IT Support

- General IT support provided on a fixed price per user per month basis
  - Adds, moves, changes to users
  - Applying standard configurations to all computers, including moving Desktop, Document, Pictures to OneDrive for Business.
  - Assignment of users / setup of user profiles on existing computers
  - Management of security incidents or alerts covering the users Microsoft 365 services
  - Management of security incidents on the users identified Customer owned devices
  - Computer support requests from principal users
  - Management of connections to SharePoint, Office 365 and other email / file sharing services
  - This will cover the identified devices and the principal users of the devices.
  - Annual commitment on license numbers, while additional users can be added during the year, reduction in user numbers will only apply at annual renewals.
  - Additional support for Associates (non-principal device users) will be provided on a time and material basis.
  - Support for hardware failures is limited to the terms of any Warranty provided with the device.

## 6.3 Fixed Price Microsoft 365 Support

- IT support for Microsoft 365 online services provided on a fixed price per user per month basis
  - Adds, moves, changes to users
  - Assistance with connections to SharePoint, Office 365 and other email / file sharing services
  - Management of security incidents or alerts covering the users Microsoft 365 services
  - This will cover the identified users of the Microsoft 365 service
  - This is intended for users who provide their own devices and do not have a Customer owned device
  - Annual commitment on license numbers, while additional users can be added during the year, reduction in user numbers will only apply at annual renewals.
  - Additional support for personal (BYOD) devices will be provided on a time and material basis.

## 6.4 Backup for Microsoft 365

- Backup of the following Microsoft 365 services to a third party cloud provider
  - Exchange mailboxes
  - SharePoint Libraries
  - OneDrive for Business Libraries
  - Microsoft Teams.
- Licensing is per user and required for both current and former users where historic backup information is required to be retained.

## 6.5 Workstation Backup

- Backup of workstations and locally stored documents to a third-party cloud provider

## 6.6 Server Backup

- Backup of Servers to a third-party cloud provider

## 6.7 Managed Identity Threat Detection & Response (Microsoft 365)

- Provision of a powerful Managed Identity Threat Detection & Response (ITDR) solution for Microsoft 365
- Secures your cloud identities and applications from business email compromise (BEC) and other attacks on Microsoft 365 accounts
- Detecting and responding to suspicious user activity, permission changes, and anomalous access behaviour, and backed by a 24/7 Security Operations Centre team (SOC)
- ITDR and SOC services are provided in conjunction with a third-party Security Services Provider
- Requires either Fixed Price IT Support Services or Fixed Price Microsoft 365 Services for the covered users.

## 6.8 Managed Detection & Response

- Provision of a Managed Detection & Response (MDR) solution covering endpoints, servers, cloud activities and identities in Microsoft 365
- Secures your cloud identities and applications from business email compromise (BEC) and other attacks on Microsoft 365 accounts
- Integrates with Endpoint Detection and Response and device management systems to co-ordinate detection signals and response from the endpoint through the cloud services
- Detecting and responding to suspicious user activity, permission changes, and anomalous access behaviour, and backed by a 24/7 Security Operations Centre team (SOC)
- Storing event and signal data within a Security Information and Event Management system (SIEM) for 90 days
- MDR and SOC services are provided in conjunction with a third-party Security Services Provider
- Requires either Fixed Price IT Support Services or Fixed Price Microsoft 365 Services for the covered users.

## 7 Other Conditions

### 7.1 Minimum Charges

- For work not included within a fixed price support contract

Service	Minimum Time Charged (hours)
Onsite jobs	2.00
After hours jobs	2.00

Remote support	0.25
Additional Services: charged in stated time units and subject to the minimum charges above	0.25

## 7.2 Other Charges

- Hire equipment charged on a case by case and availability basis.
- Training is at Pacem’s discretion, and a quote will be provided for this work.

## 7.3 Rate Changes

- Rates charged under this Agreement are subject to review not less than annually by Pacem. Any changes in rates will be advised in writing to the Customer giving at least one months’ notice of these changes.

## 8 Additional Services

PacemAssist includes a number of Services available to be selected by the Customer. Additional Services can be requested by the Customer and included within this Agreement. Please work with your account manager to design the plan that is right for your organisation. These additional Services may include:

- Priority response times.
- Emergency Hire Equipment.
- Training.

## 9 Priority Levels and Response Times

Priority Level	Definition	Examples	Response time <sup>11</sup>	
			Standard	Priority
1	Critical failure affecting multiple users.	A ‘dead’ server.  Primary internet connection is down.  Main network printer not functioning.	4 hours	2 hours
2	Critical failure affecting single user.	Hard disk failure.  Windows not operating.	Next business day	8 hours

<sup>11</sup> Hours under this clause are normal business hours as defined in Clause 4.2 Support Availability

Priority Level	Definition	Examples	Response time <sup>11</sup>	
			Standard	Priority
3	Non-critical failure or work request affecting single or multiple users	CD-ROM drive failing to read. Speakers buzzing.	3 business days	2 business days